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CITY AND COUNTY OF DENVER

STATE OF COLORADO

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PROPOSAL, CONTRACT,

SPECIFICATIONS, ETC.

FOR

21" SANITARY SEWER ON SITE OF DENVER MUNICIPAL STADIUM

Submitted to the Manager of Improvements and Parks on the
16th day of July, 1949.

TERRY J. OWENS,

Engineer.

Adopted this 16th day of July, 1949,

T. P. CAMPBELL,

Manager of Improvements and Parks

CITY AND COUNTY OF DENVER

DEPARTMENT OF IMPROVEMENT AND PARKS

ENGINEERING SECTION

* * * * *

SPECIAL CONTRACT CONDITIONS FOR 21" SANITARY SEWER
ON SITE OF DENVER MUNICIPAL STADIUM

- SC-1. GENERAL DESCRIPTION OF WORK. The work to be performed under these documents and the specifications and plans designated in Sections SC-2 and SC-3 hereof consists of the construction of a 21" sanitary sewer on the Site of the Denver Municipal Stadium including all work in connection therewith.
- SC-2. DETAILED SPECIFICATION. The detailed specifications attached hereto shall govern the materials to be furnished and the work to be performed in the execution of the contract and are dated July 16, 1949.
- SC-3. PLANS. The plans consist of two sheets: (1) approved July 12, 1949 showing location and profile of 21" Sanitary Sewer on the Site of the Denver Municipal Stadium and (2) showing Standard Details for Sanitary Sewer for East Side Sanitary Sewer District #5. Both plans are part of this particular job.
- SC-4. IMPORTANT CHANGES FROM PREVIOUS SPECIFICATIONS. The attached specifications differ from previous specifications by the following in particular:
1. Excavation. The basis of payment for excavation has been modified so that no extra payment shall be made for excavation of any type. Test borings have been made and are shown on the profiles for the convenience of the contractor.
 2. Alternates. Alternate bids will be considered for concrete pipe and concrete manholes.
 3. Backfilling. Important changes have been made in the backfilling requirements and are fully explained in item 22 of the Detailed Specifications.
 4. Concrete. Type II cement shall be used in all concrete work.
- SC-5. OBSTRUCTIONS. No extra payment shall be considered or allowed for removal or protection of any obstruction which can be seen by a visual inspection nor shall any payment be made for extra work involved in the protection or the repair of damage to any underground service, the

- SC-10. TIME LIMIT. The Contractor shall fully complete all work on the particular paving district covered by the contract within THIRTY (30) CALENDAR DAYS from the date Contractor is authorized to proceed with the work in accordance with the provisions of Section GC-39 of the General Contract Conditions.
- SC-11. LIQUIDATED DAMAGES. In accordance with the provisions of Section GC-40 of the General Contract Conditions, the Contractor shall pay the City as and for liquidated damages and not as a penalty the amount of FIFTY DOLLARS (\$50.00) for each and every day the Contractor shall be in default of completion beyond the time limit above specified, or such extension or extensions thereof as the Manager may authorize in accordance with the provisions of the General Contract Conditions.
- SC-12. Manhole steps made of 3/4 inch round mild steel bars of proper length and bent as shown on detail drawings shall be furnished and set by the contractor at equal intervals (every seventh course in brick manholes and 12 inch centers in concrete manholes). They shall be staggered so that the inside edges of all steps are in line.

This will supersede the fourth paragraph of Item 11, Manholes, of the sewer specifications. The size of bars for brick manholes shall be 3/4 inch round instead of 7/8 inch round as shown on detail plan.

Denver, Colorado
July 16, 1949

CITY AND COUNTY OF DENVER

DEPARTMENT OF IMPROVEMENTS AND PARKS

ENGINEERING SECTION

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PROPOSAL FOR 21" SANITARY SEWER ON SITE OF DENVER MUNICIPAL STADIUM

To the Manager of Improvements and Parks
City and County of Denver
City and County Building
Denver, Colorado

Sir:

The Undersigned Bidder, having examined the plans, specifications and other proposed contract documents as designated and enumerated in the General and Special Contract Conditions hereto attached, and any and all addenda thereto; having investigated the location of and conditions affecting the proposed work; and being acquainted with and fully understanding the extent and character of the work covered by this proposal and all factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES, pursuant to an advertisement of Notice for Proposals first published July 16, 1949, a copy of which is attached to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labors and to undertake and complete the construction of sanitary sewer (21") on the Site of the Denver Municipal Stadium, Denver, Colorado, in full accordance with and conformity to the plans, specifications and contract documents hereto attached, or by reference made a part hereof, for the sum of _____ Dollars, (\$ _____).

ALTERNATE #1

If concrete or concrete manholes are used in place of vitrified pipe or brick manholes:

ADD _____

DEDUCT _____

The Undersigned Bidder hereby agrees to be ready and to appear at the office of the Manager of Improvements and Parks to execute the attached form by contract in conformity with this bid and also to have ready and furnish the required bond in the sum of the full amount of this proposal, executed by a Surety Company acceptable to the Mayor and the Manager, at any time within ten (10) days from the date of a written notice from the Manager so to do, mailed to the address hereinafter given.

ENGINEERING SECTION

DEPARTMENT OF IMPROVEMENTS AND PARKS

CITY AND COUNTY OF DENVER

C O N T R A C T

THIS CONTRACT AND AGREEMENT, made and entered into this _____ day of _____ 19____, by and between the City and County of Denver, a municipal corporation of the State of Colorado hereinafter referred to as the "City", party of the first part, and

hereinafter referred to as the "Contractor", party of the second part.

WITNESSETH, Commencing on the 16th day of July 1949, and continuing for at least ten (10) days thereafter the City advertised that sealed proposals would be received for furnishing all labor, tools, supplies, equipment, materials, and anything necessary and required for the following:

Construction of 21" Sanitary Sewer on the Site of the Denver Municipal Stadium.

WHEREAS, proposals pursuant to said advertisement have been received by the Manager of Improvements and Parks of the City and have been certified by said Manager to the Mayor with a recommendation that a Contract for said work be awarded to the above named Contractor who was the lowest reliable and responsible bidder therefor, and

WHEREAS, pursuant to said recommendation the contract has been awarded to the above named contractor by the Mayor and said Contractor is now willing and able to perform all of said work in accordance with said advertisement and his proposal.

NOW THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual agreements hereinafter contained and subject to the terms hereinafter stated:

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signed personally or by their duly authorized officers or agents and their seals affixed and duly attested the day and year first above written.

CITY AND COUNTY OF DENVER
Party of the First Part

ATTEST

Mayor

Clerk and Recorder, ExOfficio
Clerk of the City and County of Denver

By _____
Deputy.

Contractor, Party of the Second Part

By _____
(Title)

Recommended _____ 19____.

Manager of Improvements and Parks _____

Approved as to form:

Attorney for the City and County of Denver.

By _____
Assistant.

Registered and countersigned:

Auditor for the City and County of Denver.

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ARTICLE I. Contract Documents. It is agreed by the parties hereto that the following list of instruments, drawings and contracts which are attached hereto, bound herewith or incorporated herein by reference constitute and shall be referred to either as the contract documents or the contract and all of said instruments, drawings and contracts taken together as a whole constitute the contract between the parties hereto and they are as fully a part of this agreement as if they were set out verbatim and in full herein:

Advertisement of Notice for Proposals.
Instructions to Bidders.
Proposal.
General Contract Conditions.
Special Contract Conditions.
Detail Specifications.
Plans and Drawings.
Performance Bond.
Form of Final Receipt.

ARTICLE II. Scope of Work. The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials and every thing necessary for and required to do, perform and complete all of the work described, drawn, set forth, shown and included in said contract documents.

ARTICLE III. Terms of Performance. The Contractor agrees to undertake the performance of the work under this contract within ten (10) days after being notified to commence work by said Manager and agrees to fully complete said work within THIRTY (30) CALENDAR DAYS.

from the date of said notice, plus such extension or extensions of time as may be granted by said Manager in accordance with the provisions of the General Conditions.

ARTICLE IV. Terms of Payment. The City agrees to pay the Contractor for the performance of all the work required under this Contract, and the Contractor agrees to accept as his full and only compensation therefor, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's Proposal hereto attached and made a part hereof

ARTICLE V. Contract Binding. It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto their heirs, executors, administrators, assigns, and successors.

IN WITNESS WHEREOF, the parties have caused these presents to be

The _____ Company of _____ is hereby offered as Surety on said bond. If such Surety is not approved by the Mayor and the Manager, another and satisfactory surety company will be furnished. Enclosed herewith is a Proposal Guarantee, as defined in the attached Instructions to Bidders in the amount of _____ dollars and _____ cents (\$ _____), which Proposal Guarantee the Undersigned Bidder agrees is to be forfeited to and become the property of the City, as liquidated damages, should the Proposal be accepted and Contract award him and he fail to enter into a contract in the form prescribed and to furnish the required bond within ten (10) days as stimulated.

This proposal is made without any connection with any other persons, firms or corporations making any other bid for this same work and is in all respects fair and without collusion or fraud.

The following persons, firms or corporations are interested with the Undersigned Bidder in this Proposal:

Name _____

Address _____

Name _____

Address _____

If there are no such persons, firms, or corporations, please so state in the following space. _____.

The Undersigned Bidder acknowledges the right of the City to reject any or all bids submitted and to waive informalities therein.

Dated at _____ this _____ day of _____, 1949.

Signature of Bidder:

If an individual: _____ doing business

as _____

If a partnership: _____

By _____ member of firm.

If a corporation: _____

a _____ corporation.

By _____

Title _____

(Corporate Seal)

Business address of bidders: _____

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